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CLERK OF DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

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MAERSK LINE

E-filing

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

BZ

C 07 2443

MAERSK LINE,

Plaintiff,

vs.

UNITED TRADING CO. business entity
form unknown; BENSON EXEOFAR dba
UNITED TRADING CO.

Defendants.

IN ADMIRALTY

COMPLAINT FOR MONEY DUE
UNDER TARIFF, BREACH OF
CONTRACT(S), WORK AND LABOR
PERFORMED, AND ACCOUNT
STATED

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Maersk Line alleges that:

FIRST COUNT

(For Money due Under Tariff)

1. This Court has jurisdiction under 28 U.S.C. §§1331 and 1333. This matter arises under the laws of the United States, in particular, The Shipping Act of 1984,¹ 46 U.S.C. §§1701 et seq. (hereinafter "The Act"), and involves contract(s) within the jurisdiction or claims pendent or ancillary to the same. This is an admiralty and maritime claim.

2. Maersk Line (hereinafter "Plaintiff") is a common carrier by water, *inter alia*, in the interstate and foreign commerce of the United States as defined in The Act, and was such a common carrier for the benefit of United Trading Co., Benson Exeofar dba United Trading Co. ("Defendants").

3. Defendants, and each of them, are, and were at all times herein mentioned, a natural person, firm, association, organization, partnership, corporation, business, trust, or public entity, with its principal place of business or residence in this district and is and was a legal entity capable of being sued. Each defendant is believed to be the agent or alter-ego of each remaining defendant.

4. Venue is proper in this judicial district because it is where the claim arose and/or because defendant(s) resides or does business in the district and/or defendant(s) are aliens.

5. Plaintiff has filed a schedule of its rates and charges and service contracts for the carriage of cargo, wharfage and dockage with the Federal Maritime Commission or has otherwise maintained said rates and charges pursuant to The Act. Pursuant to The Act, plaintiff is prohibited from transporting cargo for a lesser rate than that specified in its

¹ To the extent shipments occurred after March 1, 1999, the Act applies as amended by The Ocean Shipping Reform Act of 1998.

tariffs or service contracts. The Act also prohibits defendants from obtaining transportation or attempting to obtain transportation of cargo at lesser rates.

6. Plaintiff transported cargo for the benefit of defendants during 2006 and 2007 in the foreign commerce of the United States. Such transportation and services provided are evidenced by plaintiff's bills of lading and/or freight bills, invoices, credit agreements and freight guarantees, the terms of which are incorporated herein through this reference. Plaintiff has fully performed its tariff obligations. A summary of said bills of lading is attached hereto as Exhibit "A" and made a part hereof.

7. Plaintiff has demanded that defendants pay the full amount due of \$19,714.00

8. Defendants have knowingly and willfully failed and refused to pay plaintiff the full amount due.

9. Consequently, defendants are liable to plaintiff in the amount of \$19,714.00, plus reasonable attorneys' fees and interest thereon.

SECOND COUNT

(For Breach Of Written Contract(s) against all Defendants)

10. Plaintiff refers to paragraphs 1 through 9 of this complaint and incorporates them herein by this reference.

11. Said transportation was performed pursuant to a written contract of carriage between Plaintiff and Defendants, as evidenced by said bills of lading and/or freight bills.

12. Plaintiff has fully performed its obligations under said contracts except those obligations, if any, which Plaintiff was excused from performing.

13. Plaintiff has demanded that Defendants pay the amount due under said contracts and the Defendants have refused to pay thereon.

14. Consequently, Defendants are liable to Plaintiff in the amount of \$19,714.00, plus reasonable attorneys' fees and interest thereon.

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THIRD COUNT

(For Work and Labor Performed against all Defendants)

15. Plaintiff refers to paragraphs 1 through 14 of this complaint and incorporates them herein by this reference.

16. Within the last four (4) years, Defendants became indebted to Plaintiff for work and labor performed by Plaintiff for the benefit of Defendants as identified in Exhibit A, for which Defendants agreed to pay Plaintiff.

17. Despite due demand, the sum of \$19,714.00 is now due, owing and unpaid for said work and labor performed as identified in Exhibit A.

FOURTH COUNT

(For Account Stated against all Defendants)

18. Plaintiff refers to paragraphs 1 through 17 of this complaint and incorporates them herein by this reference.

19. Within the last four (4) years, as a result of the shipments identified in Exhibit A an account was stated in writing by and between Plaintiff and Defendants wherein it was agreed that Defendants were indebted to Plaintiff.

20. Despite due demand, the sum of \$19,714.00 is now due, owing and unpaid on said account stated.

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1 WHEREFORE, Plaintiff prays for judgment against Defendants, jointly and
2 severally as follows:

- 3 1. For the sum of \$19,714.00;
- 4 2. For the costs of collection, according to proof;
- 5 3. For costs of suit incurred herein, according to proof;
- 6 4. For pre-judgment and post-judgment interest;
- 7 5. For reasonable attorneys' fees; and
- 8 6. For such other and further relief as the Court deems just and proper.

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10 Dated: May 4, 2007

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12 By: 

13 Stephen M. Uthoff
14 The Uthoff Law Corporation
15 Attorneys for Plaintiff
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MAERSK LINE

6000 Carnegie Boulevard, Charlotte, NC 28209

Current Status

Customer Name: UNITED TRADING CO

Group: P

Customer Number: 33100423850

Statement of Account as of: 4/25/2007 2:51:33 PM

Invoice Number	Transaction Number BL Number	Sail Date	Due Date	Amount Billed	Outstanding Amount
CNC6853885	511235124	10/24/2006	10/24/2006	\$6,523.00	\$973.00
CNC7158297	511650438	12/10/2006	12/10/2006	\$5,724.00	\$542.00
CNC7258551	511764293	12/24/2006	12/24/2006	\$6,651.00	\$1,126.00
CNC7504621	512042003	2/6/2007	2/6/2007	\$5,864.00	\$339.00
CNC7544787	512137039	2/13/2007	2/13/2007	\$5,864.00	\$5,864.00
CNC7925500	512269273	3/14/2007	3/14/2007	\$5,594.00	\$5,594.00
CNC7877250	512327518	4/8/2007	4/8/2007	\$5,276.00	\$5,276.00
Group Total:				\$41,496.00	\$19,714.00